

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

SD WHEEL CORP.,

Plaintiff,

v.

Case No.: 21-CV-778

LOGFRET, INC.,

Defendant/Third-Party Plaintiff,

v.

SCHMIDT, PRITCHARD & COMPANY, INC.,

Third-Party Defendant.

**DECLARATION OF APRIL STECKLING OPPOSING THIRD-PARTY
DEFENDANT'S, SCHMIDT, PRITCHARD & COMPANY, INC., MOTIONS TO
DISMISS COMPLAINT AND TRANSFER VENUE**

I, April Steckling, being over the age of 18 and competent to make the declarations herein do hereby declare the following:

1. I am the Vice President of Logistics for SD Wheel Corp. ("SD Wheel").
2. SD Wheel engaged Logfret, Inc. ("Logfret") for the purpose of having Logfret pursue Duty Refund Requests on behalf of SD Wheel.
3. SD Wheel did not request Logfret engage a third-party to pursue the Duty Refund Requests.
4. When SD Wheel engaged Logfret, SD Wheel's intention was for Logfret to pursue the Duty Refund Requests. While SD Wheel was aware Logfret may use a broker to assist with the Duty Refund Requests, SD Wheel had no influence or control in deciding if or which broker Logfret may use.

5. SD Wheel did not engage Logfret merely as an intermediary between SD Wheel and Schmidt, Pritchard & Company, Inc. (“Schmidt Pritchard”).

6. SD Wheel did not “chose to issue its instructions to Schmidt Pritchard to file protests” through Logfret, rather than directly to Schmidt Pritchard, as asserted by Schmidt Pritchard. Rather, SD Wheel issued its instructions to Logfret because that was who it engaged to conduct such work.

7. SD Wheel did not receive the Schmidt Pritchard’s Terms and Conditions of Service in recent years and it was not until after commencing this action.

8. Attached hereto as Exhibit A is a true and accurate copy of the Duty Refund Request Emails.

9. SD Wheel did not receive the invoices Schmidt Pritchard sent to Logfret, which were attached as Exhibit 1 to Schmidt Pritchard’s Motion to Dismiss.

10. SD Wheel did not ask Schmidt Pritchard to send it invoices through Logfret so “it would get one unified bill” for SD Wheel’s convenience. Rather, SD Wheel received one bill from Logfret because Logfret was the entity it engaged to conduct such work.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 18 day of April, 2022.


April Steckling